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RESPONSE TO OBVIOUSNESS REJECTIONS

CLAIMS 1 - 13

Claims 1 - 13 were rejected on grounds of obviousness, based on Chang and Bozeman.

Even if Combined, References Fail to Show Claimed Invention

Point 1

To support the rejection of claim 1 and dependent claims 2 - 6, Bozeman, Figure 5B, is cited as showing claim 1(b), which states "verifying that issuance of the check is authorized under law."

However, other parts of claim 1 indicate that the "check" of claim 1(b) is a check which is **to be issued**. In contrast, the check of Bozeman is a check which has been **previously issued** and is, in Bozeman, **presented for payment**. When checks are presented for payment, the cited passage in Bozeman, namely, Figure 5B, in block 583, states that "FRAUDULENT OR UNAUTHORIZED CHECKS" are detected.

Those checks do not correspond to the claimed check. Those checks are not checks-to-be-issued, as claimed. Thus, even if the references are combined, claim 1 is not attained.

Point 2

The Office Action asserts that Chang, Figure 8B, shows the

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claimed "request for a certified check." However, Chang's Figure 8B only shows a menu on a web page of a bank, which

- 1) lists certain outstanding bills of a customer,
- and
- 2) allows the customer to order the bank to pay the bills. (Column 8, line 56 et seq.)

That is not a "request for a certified check," for at least two reasons.

SUB-POINT 2A

No actual "checks" are present in Chang. Chang discusses, in essence, wire transfers. He uses the term "electronic check," but that does not refer to an actual, paper check.

SUB-POINT 2B

Claim 1 recites "certified check." That is a term-of-art, and is legally defined in the Uniform Commercial Code. Applicant here copies part of the Specification, which begins on page 1, line 11:

Three of these checks are officially recognized by the Uniform Commercial Code, and are (1) cashier's checks, (2) teller's checks, and (4) certified checks. These checks provide a high degree of assurance of payment because, in effect, the drawee bank must fail, in order for the payee to be unpaid.

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These three checks are different in technical details. A cashier's check is a check which a bank draws on itself: the drawer and drawee are the same.

A teller's check is a check drawn by a bank on another bank.

A certified check is a check drawn by an individual on a bank, but the bank deducts the amount of the check from the individual's account at the time of certifying the check. Thus, funds are allocated for payment of the certified check in advance.

As stated above, for these checks to bounce, the drawee-bank must fail, which is considered unlikely. Therefore, in many situations, the payee's desire for guaranteed payment is fulfilled by any of these checks. The checks are, from that perspective, equivalent.

However, the drawer of the check may prefer a specific one of these three checks, namely, the certified check. One reason is based on the law of evidence. When the certified check clears the banking system, the certified check may be returned to the drawer, along with the drawer's other paid checks, in the drawer's monthly bank statement.

The drawer is now in possession of the physical check, which has been endorsed by the payee. That physical check is a valuable piece of tangible evidence. The physical check is admissible in court as proof that the payee received the payment indicated by the check. It acts as a signed receipt.

Such evidence does not exist in the case of cashier's checks and teller's checks. With those two checks, even though the payee has endorsed them, and the checks act as a receipt for payment, the drawer is not in possession of the endorsed checks. The banks keep the endorsed checks.

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Thus, if the payee asserts that the drawer (who is called the "remitter" in these two cases) did not make payment to the payee, then the remitter must contact the bank, and ask the bank to locate the endorsed check. Further, complications may arise, because the bank may not wish to surrender the physical check to the remitter, but only a copy. However, under the laws of evidence, the copy does not qualify as the "best evidence," and may not be admitted in court.

Thus, the safest procedure, from the bank's point of view, to get the check admitted as evidence is for an agent of the bank to carry the check to any court hearing, and authenticate the original of the check. Clearly, that is a cumbersome procedure.

Therefore, at least one practical reason commends the use of certified checks over other types.

In addition, the UCC requires a "check" to be in "writing." Also, a "check" must contain an "order" to the "drawee" "bank" to pay money to the "payee," and the order must be made by the "drawer" (ie, the account holder).

Those elements are not present in the "electronic checks" of Chang. Thus, Applicant requests, under 37 CFR §§ 1.104(c)(2) and 35 U.S.C. § 132, that the following be identified in Chang:

- A "check," as defined by the UCC, which includes
 - a "written" "instrument,"
 - "signed" by a "drawer,"

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- which "orders" a "bank" to pay money
to a "payee."

In addition, Applicant requests that a "certified" check be identified in Chang. "Certification" means that the funds for the check are deducted from the check-writer's account (ie, the drawer's account) **in advance**.

Thus, for example, the drawer cannot stop payment on the check. Thus, for example, there is no possibility that a certified check will bounce: if insufficient funds exist in the account, the certified check is not issued in the first place.

Thus, Applicant submits that the electronic checks of Chang do not qualify as the claimed "certified check."

No Expectation of Success Shown

Point 1

No expectation of success has been shown, indicating that the combination of references actually works.

MPEP § 706.02(j) states:

Contents of a 35 U.S.C. 103 Rejection

. . .

To establish a prima facie case of obviousness, three basic criteria must be met.

. . .

Second, there must be a reasonable expectation

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of success.

. . .

The . . . reasonable expectation of success must both be found in the prior art and not based on applicant's disclosure.

A major problem with the combination of references is that the check of Bozeman is a **previously issued check**, presented for payment. There is no point in using such a check as the "check" recited in claim 1(b). No expectation of success has been shown for such a use of Bozeman's check.

From another perspective, claim 1 recites issuance of a "validation number" for the check. There is no point in issuing such a number for Bozeman's check. No expectation of success has been shown for a validation number for Bozeman's check.

Point 2

Bozeman discusses an improvement to an existing clearing system which handles paper checks.

Chang discusses no such clearing system, not even an electronic one.

Thus, there is no place to install Bozeman's system in Chang's system, even if a teaching existed to do so, which does not.

Therefore, no likelihood of success has been shown for the combination of references. What do you get when you combine

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Bozeman's **paper** check with Chang's **paperless** system ?

Point 3

Bozeman discusses ordinary paper checks.

Chang discusses so-called "electronic checks."

As explained above, Chang's "electronic checks" lack the properties of paper checks. Chang actually is discussing a type of wire transfer.

No expectation of success has been shown in combining Bozeman's paper checks with Chang's "electronic checks." How could this combination actually occur ?

Applicant points out that, with Chang's "electronic checks," (actually wire transfers), there is no check-clearing process. Thus, there is no place for Bozeman's procedures. This will be explained.

Assume that you maintain a checking account with Apple Bank. You walk into the Apple Bank, and cash a check. That check does not enter the federal check-clearing system. Apple Bank simply deducts the amount from your account, and keeps the check.

However, if you write a check to a company in Los Angeles, that company could find an Apple Bank, and cash the check as just described. However, in general, that does not occur. Instead, the company deposits the check into its own bank, and that bank sends the check into the federal clearing system. Eventually, the check

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reaches Apple Bank, who pays the check, deducts the amount from your account, and sends you the cancelled paper check.

Bozeman's system is involved in this check-clearing process.

But Chang's system is not. Chang, in essence, transfers debits and credits among various banks.

How can Bozeman be combined with Chang ? No expectation of success has been shown.

No Teaching Given for Combining References

As to claim 1, the only rationale given for combining the references is that the combination of references "prevent[s] illegal transactions from occurring." (Office Action, page 3, second paragraph following "As per claim 1.")

However, several problems exist in this rationale.

Problem 1

As explained above, there is no point in using Bozeman's check as that of claim 1(b). Thus, it is highly dubious that a pointless combination-of-references "prevents illegal transactions."

Problem 2

The PTO's rationale is a naked conclusion, unsupported by evidence. Evidence is required showing how the combination of references actually "prevents illegal transactions."

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Problem 3

The PTO's rationale is highly suspect, because of its absolute nature.

The undersigned attorney submits that **nothing** is effective to actually "prevent" illegal transactions. At best, society can only **deter**, or offer **dis-incentives** to, criminals who would commit illegal transactions. But society cannot "prevent" illegal transactions.

Therefore, it is submitted that the PTO's rationale is factually incorrect.

Problem 4

Bozeman actually is contrary to the PTO's rationale. Bozeman, Figure 5B, block 583, accepts the fact that an illegal transaction has occurred, namely, that a bad check was previously given to a party. Now, that party in Bozeman seeks to obtain payment from the drawee-bank for the bad check.

However, if Bozeman detects that the check is bad, the check will be rejected, and the party will not be paid. Thus, the party has lost the amount of the check to the crook who passed the bad check. But the bad check was still passed.

That operation is contrary to the PTO's rationale, which is that the combination of references "prevents illegal transactions."

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Stated another way, Bozeman **does not** teach that illegal transactions should be prevented, but, instead, that an account holder should not be injured by an illegal transaction, namely, a bad check.

Bozeman is contrary to the PTO's rationale.

Problem 5

The PTO's rationale is not found in the prior art, as required.

Another part of MPEP § 706.02(j) is here cited:

Contents of a 35 U.S.C. 103 Rejection

. . . .

To establish a prima facie case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings.

. . . .

The teaching or suggestion to make the claimed combination . . . must . . . be found in the prior art and not based on applicant's disclosure.

Since, as just explained, Bozeman is contrary to the PTO's rationale for combining the references, it is clear that the rationale is the PTO's own construct.

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The rationale is not found in the prior art, as required by this MPEP section, or at least the rationale has not been **shown** in the prior art.

Rationale Fails to Comply with Dembiczak

The rationale does not follow the CAFC's decision of In re Dembiczak, 175 F. 3d 994, 50 USPQ2d 1614 (Fed. Cir. 1999).

In brief, Dembiczak states that

- **objective evidence** of a teaching for combining references must be provided;
- the Examiner's speculation does not qualify as objective evidence;
- numerous sources can provide a teaching to combine references;
- knowledge of one skilled in the art can act as a source;
- however, THE RANGE OF SOURCES AVAILABLE DOES NOT DIMINISH THE REQUIREMENT FOR ACTUAL EVIDENCE;
- broad conclusory statements by the Examiner do not qualify as evidence; and
- "particular factual findings" as to the teaching are required, and gives reasons why **facts** are necessary.

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In this case, no actual evidence, or factual findings, have been given. The rationale has not been shown in the prior art.

Since the rationale has not been shown in the prior art, and since it is contrary to Dembiczak (he accepts the existence of bad checks), it appears that the rationale is a "broad conclusory statement" of the Examiner, which is **specifically prohibited**.

Conclusion as to Claim 1

POINT 1. The elements of claim 1 have not been shown in the references, even if combined.

- no "request" for a "certified check" has been shown; and
- the check of Bozeman is a **previously issued** check, which is undergoing the check-clearing process; that does not correspond to the "check" of claim 1(b).

POINT 2. No expectation of success has been shown.

- Bozeman shows a paper check, in the paper-check-clearing system.
- Chang shows, in essence, an electronic payment system, where no paper checks are used.

No showing has been made of how Bozeman can be successfully

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integrated into Chang.

POINT 3. The rationale given for combining the references is that illegal transactions would be prevented. But no showing has been given of why, or how, the combination of references would prevent illegal transactions.

Further, that rationale is contrary to Bozeman himself, who accepts the existence of illegal transactions (eg, bad checks), and tries to shield account holders from paying such checks.

Further still, the rationale given is contrary to the CAFC's Dembiczak decision. It is unsupported by evidence, and is purely conclusory.

Claim 6

Claim 6 states that the "validation number" does not exist on the check, prior to the request. That has not been shown in the prior art.

The Office Action asserts that Chang, column 8, lines 4 - 12, shows this. However, that section merely refers to a payor's "private key," which is used to create a digital signature. Applicant points out that the "private key" does, in fact, exist prior to any request in Chang.

Claim 7

Claim 7 states that the "certified check" contains a URL.

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That has not been shown in the prior art.

The Office Action relies on Official Notice. In response, the undersigned attorney respectfully traverses the Official Notice, and requests a citation of evidence showing the claimed URL. (See MPEP § 2144.03.)

One reason is that Official Notice is invoked in the context of "networked transactions." The undersigned attorney fails to see a precise definition of "networked transactions," nor why such transactions are relevant to the claims. Thus, it appears that the PTO is Noticing non-analogous art.

Another reason is that the undersigned attorney fails to see a URL in the prior art which identifies a bank, which is also a payor bank of a specific check, and wherein the URL appears on the check.

In addition, no teaching has been given for applying the URL to the check, as claimed. The rationale given is that the URL identifies the payor's bank to the payee. However, necessarily, the check itself will identify the payor's bank. If the check does not, then there is no way for the payee to cash the check.

Thus, the PTO is asserting that the bank should be identified **twice** on the check. Therefore, the rationale fails. This type of rationale, as a minimum, must show a reason for identifying the payor bank **twice** on the check. That has not been done.

Stated another way, the check already identifies the payor

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bank. Thus, if that is the goal, there is no reason to add the URL, and no reason to combine the Officially Noticed prior art with the references.

Stated yet another way, the PTO, in effect, is using Applicant's Specification as a teaching, and that is not allowed. That is, the only source of the idea of the URL-on-a-check is Applicant's Specification. No URL-on-a-check has been shown in the prior art.

Claim 9

Claim 9 recites symbols, on the check, which indicate the validation number.

The passage in Chang used to show this is column 8, lines 4 - 12. However, that passage discusses use of a private key to create a digital signature.

Clearly, any symbols in Chang in this regard are designed to **obscure** information, rather than to **indicate** information.

Thus, as a minimum, the question becomes: if information is put somewhere, and, in order to use the information, you must decrypt the information using an encryption key, then does that information "indicate" something ?

Further, the information in Chang is not on a "certified check" as claimed.

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Claim 10

Claim Elements Missing, Even if References Combined

POINT 1

Claim 10(c) states that the "validation number" is issued "to the party." The "party" is that who "requested" the "certified check."

The Office Action relies on Chang, Figure 7, to show this. However, the undersigned attorney can find no "validation number" in Figure 7 which is sent to the requesting party. It is requested that this, as in claim 10(c), be identified in Chang.

POINT 2

Claim 10(b) recites "authenticating identity of the party." "The party" is the one who requested the certified check over the Internet, as in claim 10(a).

Bozeman, Figure 5B, is cited to show this. However, there is no "authenticating" **of a party** shown in that Figure. Thus, even if the references are combined, claim 10(b) is not shown.

Further, even if authenticating **of a party** is shown in Bozeman, no party corresponding to the claimed party of claim 10 has been shown. That is, no party in Bozeman requests a certified check over the Internet. Thus, again, even if the references are combined, claim 10(b) is not shown.

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No Teaching Given

The rationale given for combining the references is that the combination "prevent[s] illegal transactions." Several problems in this rationale were discussed above.

Claim 11

Claim 11 recites:

11. Method according to claim 10, and further comprising:

- d) after issuing the validation number,
 - i) receiving one or more inquiries which present numbers, and
 - ii) if a number conforms to the validation number, issuing a confirmation.

Example of Claim 11

An example of subject matter of claim 11 would be this. The claimed "party" may tender a check to a car dealer, to purchase a car. The car dealer locates the "validation number" on the check, and transmits the number to an agency, to ascertain whether that number is actually the "validation number" issued earlier in connection with the certified check.

PTO's Interpretation of Chang Contradictory

In applying claim 11, the PTO is making a self-defeating

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interpretation of Chang. Previously, to show the "validation number" of parent claim 10, the PTO relied on Chang, column 8, lines 4 - 12, which discusses a digital signature.

Now, the PTO takes Official Notice that the party issuing the digital signature accepts inquiries as in claim 11, and confirms correct inquiries. But that cannot be so, as Applicant will explain, in connection with a request for a justification of the Official Notice.

Request for Justification of Official Notice

In response to the invocation of "Official Notice," the undersigned attorney respectfully traverses the Official Notice, and requests a citation of evidence showing the Noticed practice. (See MPEP § 2144.03.)

REASON 1

One reason is that the Notice defies common sense. Nobody issues a digital signature, and then answers inquiries as described in claim 11.

REASON 2

Another reason is that the PTO is Noticing "apples," but combining them with "oranges." Such combinations would make no sense.

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That is, assume a digital signature was issued, as in Chang.
(The "apples.") Assume an "inquiry" as in claim 11. (The
"oranges.") What, exactly, would that inquiry contain ? (How do
you combine the apples with the oranges ?)

-- Would it contain the digital signature
itself ? If so, why ? The recipient (making
the inquiry) already knows what the digital
signature is.

-- Would it ask for the plain-text of the
digital signature ? If so, why would the
recipient divulge the plain text ?

-- Would it contain the plain-text of the
digital signature ? If so, why ? If the
recipient has the "public key" then the
recipient already knows the plain-text.

(Chang, column 8, line 8.)

Therefore, Applicant requests that the Noticed subject matter
be identified in the prior art, for at least the reason that the
combination of that subject matter with the references appears to
combine apples-with-oranges, as the saying goes.

No Expectation of Success

In addition, Applicant points out that no expectation of
success has been shown in the combination of references, as

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indicated by the three unresolved questions given above.

No Teaching

Further, no teaching has been given for combining the references. The Office Action asserts that confirming a transaction is obvious, because it tells a payee that a transaction is pending. However, several problems exist in this rationale.

PROBLEM 1

One is that the confirming recited in claim 11 does not tell the payee that a transaction is pending. Thus, the rationale, in pursuing the goal of telling the payee that a transaction is pending, reaches something **other than** the claimed type of confirmation.

Restated, the claim does not confirm **the existence of a transaction**, but verifies the accuracy of a number.

PROBLEM 2

A second problem is that the payee, in general, will be the person making the inquiry of claim 11. Thus, the payee **already knows** that the transaction is pending. There is no need for confirmation, or making the inquiry, to learn of the pendency.

Restated, the rationale is a non-sequitur. The conclusion does not follow from the premise. The premise is that the goal is

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to tell the payee that a transaction is pending. The conclusion is that "confirming" the transaction attains that goal.

But the payee knows in advance that a transaction is pending. He does not need to "confirm" it. He knows by the fact that he holds a certified check bearing the number, which he wishes to confirm.

Claim 12

Claim 12 recites:

12. Method according to claim 11, in which the inquiries are received in an Internet communication.

The Office Action asserts that Chang, Figure 2, shows this.

Applicant requests that the "inquiries" of claim 11 be identified in Chang's Figure 2. One reason is that the "inquiries" of claim 12 are recited in claim 11. But Chang's Figure 2 was not used to show those "inquiries" in the rejection of claim 11. Thus, Applicant is confused as to how Chang's Figure 2 now shows the "inquiries" in question, but did not previously.

Further, claim 11(d) states that "ii) if a number conforms to the validation number, issuing a confirmation." Applicant can find nothing in Chang's Figure 2 which indicates two such numbers (ie, a "number" which "conforms to the validation number") are present, nor the "confirmation."

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Claim 13

Claim 13 is deemed patentable, based on its parent.

CLAIMS 14 - 16

Claims 14 - 16 were rejected as obvious, based on Chang.

14. System, comprising:

- a) means for receiving, from a requestor, a request over the Internet for issuance of a certified check;
- b) means for establishing a reference character sequence for the check;
- c) means for transmitting the reference character sequence to the requestor over the Internet; and
- d) means receiving a proposed character sequence over the Internet and, if the proposed character sequence matches the reference character sequence, issuing a confirmation signal.

Rejection is Defective

The rejection fails to set forth (1) the differences between the prior art and the claims, and (2) other matters. That is required in a 103 - rejection.

MPEP § 706.02(j) states:

Contents of a 35 U.S.C. 103 Rejection

. . . .

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After indicating that the rejection is under 35 U.S.C. 103, the examiner should set forth in the Office action:

(A) the relevant teachings of the prior art relied upon, preferably with reference to the relevant column or page number(s) and line number(s) where appropriate,

(B) the difference or differences in the claim over the applied reference(s),

(C) the proposed modification of the applied reference(s) necessary to arrive at the claimed subject matter, and

(D) an explanation why one of ordinary skill in the art at the time the invention was made would have been motivated to make the proposed modification.

The rejection fails to set forth items (B), (C), and (D) as required. The rejection does nothing more than make the unsupported assertion that claim 14 is obvious.

Claim Elements not Found in Chang

Claim 14(a)

The PTO asserts that Chang, Figure 8B, shows claim 14(a). However, as explained above, claim 14(a) recites a request for a "certified check." Chang shows no "certified check."

Claim 14(c)

Claim 14(c) recites:

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c) means for transmitting the reference character sequence to the requestor over the Internet.

The PTO asserts that the digital signature of Chang's Column 8, lines 4 - 12, shows the claimed "reference character sequence."

POINT 1

The claim states that the transmission is **to the requestor**. In Chang, the transmission is **to somebody else**, such as a payee. (Column 8, line 6.)

Further, it would make no sense for the requestor to affix his digital signature to a digital document, as in Chang, and then send it to himself, as claimed.

POINT 2

In Chang, the digital signature is part of the supposed "electronic check," and is transmitted with the latter. Claim 14(c) states that "the reference character sequence" is transmitted "to the requestor over the Internet." Plainly, the "certified check" of claim 14(a) is not so transmitted, because that would be impossible.

Applicant points out that claim 14(c) is a means-plus-function claim. 35 USC § 112 states:

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. . .

An element in a claim for a combination may be expressed as a means . . . for performing a specified function . . .

and

such claim shall be construed to cover the corresponding structure, material, or acts described in the specification and equivalents thereof.

To read claim 14(c) on Chang's column 8, lines 4 - 12, the PTO must show how Chang's system, described there, "corresponds" to the "structure . . . described in the specification and equivalents thereof." That has not been done.

Specifically, nothing in Applicant's Specification, in the present context, makes a wire transfer containing a digital signature, as in Chang.

Claim 14(d)

Claim 14(d) recites:

d) means receiving a proposed character sequence over the Internet and, if the proposed character sequence matches the reference character sequence, issuing a confirmation signal.

For example, a party holding the certified check, in effect, asks "is this validation number accurate ?"

The PTO relies on Chang, Figure 7 to show this. However,

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nothing in Figure 7 shows the claimed "proposed character sequence" nor the "reference character sequence." Nor does Figure 7 show transmitting the former over the Internet. Nor does Figure 7 show the claimed "confirmation signal."

Claim 15

Claim 15 recites:

15. System according to claim 14,
wherein a web site receives the proposed
character sequence.

Previously, the PTO asserted that Chang's Figure 7 shows the claimed "proposed character sequence." Now the PTO relies on Chang's Figure 2 to show the claimed "web site" which receives the "proposed character sequence."

However, nothing in Chang's Figure 2 shows any "proposed character sequence" which is also shown in Figure 7.

Claim 16

Claim 16 recites:

16. System according to claim 15,
wherein the web site issued the confirmation
signal.

Previously, the PTO asserted that Chang's Figure 7 shows the claimed "proposed character sequence" of parent claim 15. Now the

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PTO relies on Chang's Figure 2 to show the claimed "web site" which receives the "proposed character sequence" and issues the claimed "confirmation signal."

However, nothing in Chang's Figure 2 shows any "proposed character sequence" which is also shown in Figure 7, nor any "confirmation signal" which is also shown in Figure 7.

RESPONSE TO 101 - REJECTIONS

Claims 1 - 9 were rejected, based on section 101.

Parent claim 1 can be characterized arguendo as reciting a specific use of a tool. The tool is the "communication link." That is a use of the technological arts.

Further, Applicant points out that even if "communication link" is interpreted to mean something as apparently simple as a telephone, a telephone requires a telephone system, which is actually an extremely complex switching network which is computer-controlled. Thus, claim 1 involves use of a computer system.

MPEP § 2106 states:

A practical application of a computer-related invention is statutory subject matter.

The utility of an invention must be within the "technological" arts.

. . .

The definition of "technology" is the

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"application of science and engineering to the development of machines and procedures in order to enhance or improve human conditions, or at least to improve human efficiency in some respect."

. . .

A computer-related invention is within the technological arts. A practical application of a computer-related invention is statutory subject matter.

Therefore, claim 1 recites

- a method of using a tool, and
- a method of using a communication link.

The latter will inevitably involve a computer system.

Further, claim 1 recites "issuing a validation number." That will involve a computer-like device, such as a random number generator.

Therefore, Applicant requests that the PTO provide an example of subject matter upon which claim reads, wherein

- a method of using a tool is not involved,
and
- a method of using a computer is not involved.

re: ADDED CLAIMS

Added claim 17 states that the certified check is not transmitted. That is contrary to Chang, who states that his

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supposed "electronic checks" are, in fact, transmitted.

Added claim 18 is deemed patentable, based on its parent.

Added claim 19 states that the certified check comprises a paper document. That is contrary to Chang's "electronic checks."

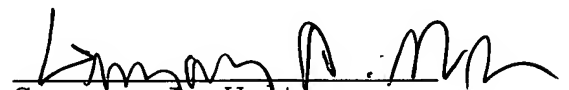
Added claim 20 states that the paper document can display the validation number. That is contrary to Chang's digital signature, which is not affixed to a paper document.

CONCLUSION

Applicant requests that the rejections to the claims be reconsidered and withdrawn.

Applicant expresses thanks to the Examiner for the careful consideration given to this case.

Respectfully submitted,



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